

Prepared by: Jusa Kerton
P.O. Box 840
Batesville, MS 38606
PHNA

MOTOR FUEL SALES AGREEMENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK
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This Motor Fuel Sales Agreement made and entered into as of the 1ST day of APRIL, 2007, by and between GK-SAND, LLC, 5900 HWY 301 NORTH HORN LAKE, MS 38637, hereinafter referred to as the OPERATOR, and S & S OIL CO., INC., A Mississippi corporation, P.O. Drawer 840, Batesville, Mississippi 38606, hereinafter referred to as DISTRIBUTOR.

WHEREAS, the OPERATOR leases the hereinafter described real property and operates there at a retail sales establishment (hereinafter "the premises" shall refer to said establishment and said real estate) located at 5900 HWY 301 NORTH, HORN LAKE, MS 38637 and being more particularly described as follows, to wit:

SAV-N-SAK

In consideration of the mutual covenants and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and covenant as follows, to wit:

1.

This agreement is for a term of 10 years. That although the term of this agreement as hereinbefore stated, this agreement shall be binding upon the parties from and after the date hereof and in particular the OPERATOR shall not sell or otherwise distribute any gasoline, diesel or motor fuel from the premises unless supplied by DISTRIBUTOR from and after the date hereof and during the term of the agreement and during the period of renewal terms. The term will commence in the month that BP gives final completion approval to the location. At such time, the parties will execute an Addendum to the contract that sets forth the specific dates.

2.

DISTRIBUTOR agrees to sell to OPERATOR and OPERATOR agrees to purchase from DISTRIBUTOR for the price and on the terms set out herein, all gasoline and diesel fuel sold by OPERATOR at the premises. The said gasoline motor fuel shall

be branded BP. No gasoline or diesel fuel shall be sold on the premises unless supplied by the DISTRIBUTOR, with the exception that should the DISTRIBUTOR be unable for any reason to provide said gasoline products to OPERATOR, then in that event, OPERATOR may obtain gasoline from any source of its choice until DISTRIBUTOR notifies OPERATOR of DISTRIBUTOR'S ability to reinstate delivery.

3.

The price of motor fuel shall be as follows: Gasoline—BP's gross rack price plus one cent (.01) per gallon, based on BP's gross rack prices in Memphis, Tennessee. In addition there shall be added to said price all taxes imposed on gasoline and diesel fuel sold to OPERATOR under this agreement and transportation costs.

4.

OPERATOR shall pay for said gasoline and diesel fuel as follows: The OPERATOR shall pay for said gasoline within **eight (8)** days after the date of delivery. If payment is not made within said **eight (8)** day period, then the DISTRIBUTOR has the option of not completing delivery of any further loads of gasoline and diesel fuel until such time, as payment for all previous loads shall have been made in full. **Payment will be made by EFT.**

5.

The OPERATOR will enter into a certain Brand Allowance Program Contract in the form substantially shown as Exhibit "A" attached hereto. The program will provide for a .03 cents per gallon rebate for a period of 4 years provided that the conditions of the Brand Allowance Program Contract is met. The OPERATOR agrees that this agreement will be subject to the terms and provisions of the Brand Allowance Program Contract. The OPERATOR further agrees that if the DISTRIBUTOR is required to repay or reimburse the rebates pursuant to the provisions of the Brand Allowance Program Contract, then the OPERATOR will reimburse, refund, and pay to the DISTRIBUTOR the same and exact amount that the DISTRIBUTOR must pay and reimburse to BP (or their assigns), within thirty (30) days of the written request of the DISTRIBUTOR to the OPERATOR to do so. After the execution of the Jobber Brand Allowance Contract by the DISTRIBUTOR, then the parties hereto will execute and Addendum to this agreement pertaining to the executed Jobber Outlet Incentive Program Contract.

6.

The OPERATOR shall pay the DISTRIBUTOR the exact rental and credit card cost that BP charges the DISTRIBUTOR presently or as same may change from time to time by BP. The DISTRIBUTOR shall provide to the OPERATOR prior notice of any changes in BP's rental and credit card costs charged to DISTRIBUTOR immediately after DISTRIBUTOR'S receipt of notice of such change.

OPERATOR shall maintain, at OPERATOR'S expense, public liability insurance, in and amount not less than 1,000,000.00 with a reputable insurer, and OPERATOR shall furnish evidence of same to DISTRIBUTOR. OPERATOR shall furnish DISTRIBUTOR any notice of renewal, cancellation, or change with respect to any such policy of insurance. OPERATOR shall indemnify, defend, protect, and save DISTRIBUTOR harmless from any and all losses, damages, claims, liability, suits, action, judgements, and costs pertaining to personal injury, death, or property damages, which occur, arise from, relate to, or are caused by any action, omission, or negligence of OPERATOR (and OPERATOR'S agents and employees) except for such part of said losses, damages, claims, liability, suits, action, judgements, and costs that is attributable to any action, omission, or negligence of the DISTRIBUTOR (and DISTRIBUTOR'S agents and employees) which shall be the obligation of the DISTRIBUTOR.

7.

S & S will furnish 2 new MPD's, provide new Imaging and signage including installation of com link system.

8.

This contract shall be interpreted under the laws of the State of Mississippi notwithstanding the fact that one or more of the parties to this agreement may be or become a resident or a citizen of, or be or become domiciled in, a different state.

9.

This agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

10.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to OPERATOR to enter into this agreement, the undersigned DILIP BHANA, individually, does hereby guarantee the prompt performance of this agreement by the OPERATOR and the prompt payment of all moneys due under this agreement by the OPERATOR. This guaranty is continuing, absolute, and unconditional. Notice of acceptance is waived. This guaranty shall remain in full force and effect during the term of said agreement and until all debt and money due by the OPERATOR hereunder shall have been paid in full. The expiration or termination of this agreement shall have no affect on the guarantor's obligations with respect to said indebtedness and money due hereunder. The guarantor waives any and all demand for payment, any notice of credits extended and shipments of goods and merchandise made hereunder, and all other notices whatsoever. No action need be brought against the OPERATOR as a precondition to the enforcement of this guaranty provision against the undersigned guarantor.

In the event owner sells or contracts to sell the business at any time prior to the expiration of this agreement, Seller shall submit or cause to be submitted the purchaser's financial statement and other pertinent credit information to DISTRIBUTOR for approval (which approval shall not be unreasonably hindered, delayed, or withheld) and upon acceptance and approval of Purchaser's credit by DISTRIBUTOR, Dilip Bhana shall be released from his guaranty of this agreement.

11.

This agreement constitutes the essential terms of the agreement between the parties for the purposes stated herein and no other offers, agreements, understandings warranties or representations exist between the parties. Also, this contract is can be assigned by both parties.


12.

DISTRIBUTOR shall maintain, at DISTRIBUTOR'S expense, public liability insurance, in an amount not less than One Million Dollars (\$1,000,000.00) with a reputable insurer and DISTRIBUTOR shall furnish evidence of same to OPERATOR. DISTRIBUTOR shall furnish OPERATOR any notice of renewal, cancellation, or change

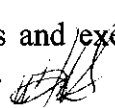
with respect to any such policy of insurance. DISTRIBUTOR shall indemnify, defend, protect, and save OPERATOR harmless from any and all losses, damages, claims, Liability, suits, actions, judgements, and costs pertaining to personal injury, death, or property damages, which occur, arise from, relate to, or are caused by any action, omission, or negligence of DISTRIBUTOR (and DISTRIBUTOR'S agents and employees) except for such part of said losses, damages, claims, liability, suits, actions, judgments, and cost that is attributable to any action, omission, or negligence of the OPERATOR (and OPERATOR'S agents and employees) which shall be the obligation of the OPERATOR.

13.

The OPERATOR agrees to the following terms and conditions:

- 1.) The effective beginning date of the Allowance payment period and of the commitment period will be the first day of the month following the completion of the branding (the "Effective Date"); provided that the Location is open for business. The Allowance will terminate at the end of the Payment Period for the Allowance.
- 2.) The Allowance will be calculated on the actual gasoline volume pumped at the Location. Allowances will be paid to OPERATOR semi-~~quarterly~~ *annually* 
- 3.) If the Location debrands, for any reason, before the completion of the commitment period for the Allowance, the Operator shall reimburse the Distributor all or a portion of the Allowance payments received for the Location, which reimbursement shall be based upon the number of years the Location was branded BP after the effective date based on the following chart:

# OF YEARS BRANDED WITH BP	% OF ALLOWANCE TO BE REIMBURSED TO BP
Less than 4 years	100%
More than 4 but less than 5 years	80%
More than 5 but less than 6 years	60%
More than 6 but less than 7 years	40%
More than 7 but less than 8 years	30%
More than 8 but less than 9 years	20%

- 4.) Both parties will comply with BP's programs and ~~execute~~ *the above*  their obligations under this agreement to the best of their ability.

14. The payback will be on ~~an~~ *the above* amortized schedule of 10 years if the contract is not honored.

[SIGNATURES ON FOLLOWING PAGE]

S & S OIL CO., INC.

By: *W. H. Stubblefield*
W.H. STUBBLEFIELD, President

GK-SAND LLC

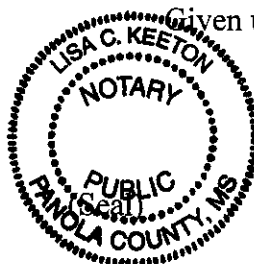
By: *Dilip Bhana*
Member

Dilip Bhana
DILIP BHANA, Guarantor

STATE OF MISSISSIPPI
COUNTY OF DESOTO

THIS DAY PERSONALLY appeared before me, the undersigned authority at law in and for the state and county aforesaid, the within named **W. H. Stubblefield**, who acknowledged that he is the President of S & S Oil Co., Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Given under my hand and official seal this the 29th day of May, 2007.



Notary Public State of Mississippi
At Large
My Commission Expires
August 12, 2010
BONDED THRU
HEIDEN, BROOKS & GARLAND, INC.

Lisa C. Keeton
Notary Public

STATE OF MISSISSIPPI
COUNTY OF DESOTO

THIS DAY PERSONALLY appeared before me, the undersigned authority at law in and for the state and county aforesaid, the within named **Dilip Bhana**, who acknowledged that he/she is an authorized Member of GK-Sand, LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

Given under my hand and official seal this the 29th day of May, 2007.

Melissa S. Bittner
Notary Public

(Seal)



STATE OF MISSISSIPPI
COUNTY OF DESOTO

THIS DAY PERSONALLY appeared before me, the undersigned authority at law in and for the state and county aforesaid, the within named **Dilip Bhana**, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 24th day of May, 2007.

Melissa S. Bittner
Notary Public

(Seal)

